LICENCE AGREEMENT TO CONTRIBUTE DATA TO THE
PETLAB DATABASE (http://data.gns.cri.nz/pet)

DATE: ________________

BETWEEN: INSTITUTE OF GEOLOGICAL & NUCLEAR SCIENCES LIMITED (“GNS”) a duly incorporated company having its principal place of business at 69a Gracefield Road, Lower Hutt

AND: ____________________ (“CONTRIBUTOR”) having its registered office at ____________________

(Contributor and GNS each a "party" and together the "parties")

RECOLTALS

A GNS operates the PETLAB database website (“Website”) that contains certain rock sample, geochemical, isotopic, age, volumetric and petrophysical data that it has compiled, or will compile in the future (“Records”).

B The Contributor collects certain rock samples, geochemical, isotopic, age, volumetric and/or petrophysical data that it will provide to GNS to include on the Website (“Contributions”).

C In consideration of GNS granting the Contributor a licence to access the Records, the Contributor agrees to provide Contributions for GNS to use on the Website, subject to the terms and conditions of this Agreement.

IT IS HEREBY AGREED AND DECLARED as follows:

1 Subject to the terms and conditions of this Agreement, the Contributor grants to GNS a non-exclusive licence to reproduce and distribute the Contributions provided to GNS under this Agreement. The Contributions provided under this Agreement are allowed to be distributed on magnetic or electronic media, including electronic transmission to online terminals and computer networks for searching, displaying, downloading and printing.

2 The Contributor retains title to all intellectual property rights in the Contributions, including copyright and trade secrets.

3 This Agreement covers the provision by the Contributor of Contributions for addition to the Records. The Contributor will endeavour to supply Contributions at least yearly in a form suitable to GNS. GNS will endeavour to make the Contributions available to Website clients within four weeks of receipt or as other constraints allow.

4 The Contributor indemnifies GNS for all costs, losses, claims, damages and expenses (including any legal expenses) incurred or suffered by or made against GNS (including any infringements of third party intellectual rights) that occur as a result of GNS including the Contributions on the Website.

5 The Contributor represents and warrants to GNS the following:

   (i) that the Contributor has the legal right to provide the Contributions to GNS for GNS to use under this terms of this Agreement.

   (ii) That the Contributor is not aware:

        (a) of any disputes regarding the ownership of the Contributions; and

        (b) that the use by GNS of the Contributions will infringe any third party's intellectual property rights.

6 LIABILITY

6.1 Except for those obligations which by law cannot be excluded, GNS has no obligation or liability of any kind to the Contributor for any loss or damage consequential or otherwise suffered or incurred by the Contributor in relation to the Contributions supplied by the Contributor.

7 TERM AND TERMINATION

7.1 This Agreement shall come into force on the date of Agreement as specified on page one for a term of one year, and shall continue in full force and effect until terminated by either party giving to the other not less than 30 days notice in writing. Any termination will take effect at the end of the current subscriber year.
7.2 If either party fails to remedy a material breach of any provision of this Agreement after 30 days of receipt of written notice from the other party requiring that breach to be remedied:

(i) the Contributor may stop the supply of Contributions; and
(ii) GNS may terminate the right for free web access granted under clause 8.

8 COMPENSATION

In consideration of the licensed rights, GNS will give to the Contributor free online web access to the Records in the Website, in accordance with the accompanying signed form “Licence agreement to access data from the PETLAB database”.

9 GENERAL TERMS

9.1 Notices

Any notice given under this Agreement may be served by prepaid registered letter through the post to the last known business address of the party to whom it is given and it shall operate and be deemed to have been served after two business days from the date of being posted. Proof that the letter was properly addressed and posted shall be sufficient evidence of service.

9.2 Severability

In the event that any provision of this Agreement is held to be invalid or unenforceable the remaining provisions of this Agreement will remain in full force and effect.

9.3 Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

9.4 Entire Agreement

This Agreement represents the entire agreement between the parties. No modifications shall be effective unless written and signed by authorised representatives of both parties.

9.5 Force Majeure

Neither party shall be responsible to the other for delay or failure in performance of any of the obligations imposed by this Agreement to the extent that such delay or failure to perform is caused by an event or circumstance beyond the reasonable control and without the fault or negligence of such party.

9.6 No partnership or joint venture

The relationship between the Contributor and GNS is that of independent contractors, and not partners, nor principal and agent, nor joint venturers.

9.7 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of New Zealand.

IN WITNESS WHEREOF this Agreement has been signed on the date first written above.

SIGNED for and on behalf of the INSTITUTE of GEOLOGICAL & NUCLEAR SCIENCES LIMITED by

SIGNED for and on behalf of _______________________________ ) _______________________________
by ) _______________________________

(Name & position)

Post or fax this form to:
Nick Mortimer, PETLAB Database Curator, GNS, Private Bag 1930, Dunedin, New Zealand.
Fax +64 3 477 5232